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JS-6

Attorneys for Plaintiff
Warner Bros. Home Entertainment Inc.

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Miami, Florida 33145
Telephone: (305) 815-5983

Defendant, *in pro se*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Warner Bros. Home Entertainment Inc.,
Plaintiff,

v.

Ramses Coro, an individual and d/b/a as
Amazon.com Seller rc_goods, et al.,
Defendants.

Case No. CV12-9157 PSG (MRWx)
~~PROPOSED~~ CONSENT DECREE
AND PERMANENT INJUNCTION

The Court, having read and considered the Joint Stipulation for Entry of Consent Decree and Permanent Injunction that has been executed by Plaintiff Warner Bros. Home Entertainment Inc. ("Plaintiff") and Defendants Ramses Coro ("Coro") and Jorge Rodriguez, an individual and d/b/a as Amazon.com Seller rc_goods ("Rodriguez") (collectively, Coro and Rodriguez are referred to as Defendants), in this action, and good cause appearing therefore, hereby:

1 ORDERS that based on the Parties' stipulation and only as to Rodriguez, his
2 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the
3 within action as follows:

4 1) The Complaint shall be amended to identify Doe No. 1 as "Jorge Rodriguez, an
5 individual and d/b/a Amazon.com Seller rc_goods. The Amended Complaint shall be
6 deemed served upon Defendants.

7 2) This Court has jurisdiction over the parties to this action and over the subject
8 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.
9 Service of process was properly made against Defendants.

10 3) Plaintiff owns or controls the copyright or pertinent exclusive right to distribute
11 or license the distribution of home video and digital products, including video home
12 cassettes (VHS) as well as optical discs, including, but not limited to, digital versatile
13 discs (DVDs) and Blu-ray discs (collectively "Media Products") incorporating the
14 motion picture or television titles subject to the copyright registrations listed in Exhibit
15 "A" attached hereto and incorporated herein by this reference (collectively referred to
16 herein as "Plaintiff's Works").

17 4) Plaintiff has alleged through its Amended Complaint that Defendants Coro and
18 Rodriguez have made unauthorized uses of Plaintiff's Works or substantially similar
19 likenesses or colorable imitations thereof.

20 5) Rodriguez, however, and not Coro, acknowledges and assumes liability for any
21 of the alleged misconduct set forth in the Complaint.

22 6) Accordingly, Rodriguez and his agents, servants, employees, representatives,
23 successor and assigns, and all persons, firms, corporations or other entities in active
24 concert or participation with him who receive actual notice of the Injunction are
25 hereby restrained and permanently enjoined from infringing – directly, contributorily
26 or vicariously – or enabling, facilitating, permitting, assisting, soliciting, encouraging,
27 inducing, authorizing, aiding or abetting, materially contributing to, or persuading
28

1 anyone to infringe in any manner Plaintiff's Works, including, but not limited to, the
 2 following:

- 3 a) Copying, reproducing, downloading, distributing, uploading, linking to,
 4 transmitting, or publicly performing, or using trademarks, trade names or
 5 logos in connection with unauthorized Media Products containing any of
 6 Plaintiff's Works;
- 7 b) Enabling, facilitating, permitting, assisting, soliciting, encouraging,
 8 abetting, or inducing any person or entity to copy, reproduce, download,
 9 distribute, upload, link to, transmit, or publicly perform any of Plaintiff's
 10 Works; or
- 11 c) Profiting from the unauthorized copying, reproduction, downloading,
 12 distribution, uploading, linking to, transmission, or public performance of
 13 any of Plaintiff's Works while declining to exercise a right to stop or limit
 14 such unauthorized copying, reproduction, downloading, distribution,
 15 uploading, linking to, transmission, or public performance of any of
 16 Plaintiff's Works.

17 7) Each side shall bear its own fees and costs of suit.

18 8) Except as provided herein, all claims alleged in the Amended Complaint against
 19 Coro and Rodriguez are dismissed with prejudice.

20 9) This Injunction shall be deemed to have been served upon Rodriguez at the time
 21 of its execution by the Court.

22 10) The Court finds there is no just reason for delay in entering this Injunction and,
 23 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
 24 immediate entry of this Injunction against Rodriguez.

25 11) The Court shall retain jurisdiction of this action to entertain such further
 26 proceedings and to enter such further orders as may be necessary or appropriate to
 27 implement and enforce the provisions of this Injunction against Rodriguez.
 28

1 12) The above-captioned action, shall, upon filing by Plaintiff of the Settlement
2 Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation,
3 and requesting entry of judgment against Rodriguez, be reopened should Rodriguez
4 default under the terms of the Settlement Agreement.

5 13) This Court shall retain jurisdiction over Rodriguez for the purpose of making
6 further orders necessary or proper for the construction or modification of this consent
7 decree and judgment; the enforcement hereof; the punishment of any violations
8 hereof; and for the possible entry of a further Judgment Pursuant to Stipulation in this
9 action.

10 DATED: 4/25/13

11 **PHILIP S. GUTIERREZ**

12 Hon. Philip S. Gutierrez
13 United States District Judge

14 PRESENTED BY:

15 J. Andrew Coombs, A Prof. Corp.

16
17 By: /s/ Nicole L. Drey
18 J. Andrew Coombs
19 Nicole L. Drey
Attorneys for Plaintiff Warner Bros. Home
Entertainment Inc.

20 Jorge Rodriguez, an individual and d/b/a
Amazon.com Seller rc_goods

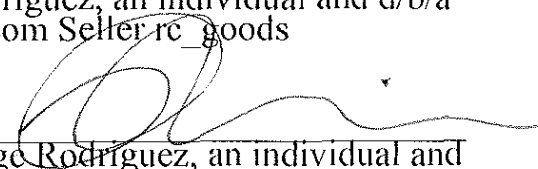
21
22 By: 
23 Jorge Rodriguez, an individual and
d/b/a Amazon.com Seller rc_goods
24 Defendant, *in pro se*
25
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EXHIBIT A**COPYRIGHT REGISTRATIONS**

<u>REG. NO.</u>	<u>TITLE</u>	<u>COPYRIGHT CLAIMANTS</u>
	BOARDWALK EMPIRE: Season Two	
PA 1-765-830	BOARDWALK EMPIRE: 21	Home Box Office, Inc.
PA 1-765-841	BOARDWALK EMPIRE: Ourselves Alone	Home Box Office, Inc.
PA 1-765-838	BOARDWALK EMPIRE: Dangerous Maid	Home Box Office, Inc.
PA 1-769-620	BOARDWALK EMPIRE:: What Does The Bee Do?	Home Box Office, Inc.
PA 1-769-650	BOARDWALK EMPIRE: Gimcrack & Bunkum	Home Box Office, Inc.
PA 1-769-789	BOARDWALK EMPIRE: The Age Of Reason	Home Box Office, Inc.
PA 1-769-786	BOARDWALK EMPIRE: Peg Of Old	Home Box Office, Inc.
PA 1-774-955	BOARDWALK EMPIRE: Two Boats And A Lifeguard	Home Box Office, Inc.
PA 1-774-428	BOARDWALK EMPIRE: Battle Of The Century	Home Box Office, Inc.
PA 1-772-465	BOARDWALK EMPIRE: Georgia Peaches	Home Box Office, Inc.
PA 1-772-461	BOARDWALK EMPIRE: Under God's Power She Flourishes	Home Box Office, Inc.
	FRINGE: Season Four	
PA 1-805-639	FRINGE: Neither Here Nor There	Warner Bros. Entertainment Inc.
Application Pending	FRINGE: One Night In October	Warner Bros. Entertainment Inc.
Application Pending	FRINGE: Alone In The World	Warner Bros. Entertainment Inc.
Application Pending	FRINGE: Subject 9	Warner Bros. Entertainment Inc.
Application Pending	FRINGE: Novation	Warner Bros. Entertainment Inc.
Application	FRINGE: And Those We've Left	Warner Bros.

1	Pending	Behind	Entertainment Inc.
2	Application Pending	FRINGE: Wallflower	Warner Bros. Entertainment Inc.
3	Application Pending	FRINGE: Back To Where You've Never Been	Warner Bros. Entertainment Inc.
4	Application Pending	FRINGE: Enemy Of My Enemy	Warner Bros. Entertainment Inc.
5	Application Pending	FRINGE: Forced Perspective	Warner Bros. Entertainment Inc.
6	Application Pending	FRINGE: Making Angels	Warner Bros. Entertainment Inc.
7	Application Pending	FRINGE: Welcome To Westfield	Warner Bros. Entertainment Inc.
8	Application Pending	FRINGE: A Better Human Being	Warner Bros. Entertainment Inc.
9	Application Pending	FRINGE: The End Of All Things	Warner Bros. Entertainment Inc.
10	Application Pending	FRINGE: A Short Story About Love	Warner Bros. Entertainment Inc.
11	Application Pending	FRINGE: Nothing As It Seems	Warner Bros. Entertainment Inc.
12	Application Pending	FRINGE: Everything In Its Right Place	Warner Bros. Entertainment Inc.
13	Application Pending	FRINGE: The consultant	Warner Bros. Entertainment Inc.
14	Application Pending	FRINGE: Letters Of Transit	Warner Bros. Entertainment Inc.
15	Application Pending	FRINGE: Worlds Apart	Warner Bros. Entertainment Inc.
16	Application Pending	FRINGE: Brave New World: Part One	Warner Bros. Entertainment Inc.
17	PA 1-805- 612	FRINGE: Brave New World: Part Two	Warner Bros. Entertainment Inc.
18		THE BIG BANG THEORY: Season Five	
19	PA 1-805- 604	THE BIG BANG THEORY: The Skank Reflex Analysis	Warner Bros. Entertainment Inc.
20	Pending	THE BIG BANG THEORY: The Infestation Hypothesis	Warner Bros. Entertainment Inc.
21	Pending	THE BIG BANG THEORY: The Pulled	Warner Bros.

1		Groin Extrapolation	Entertainment Inc.
2	Pending	THE BIG BANG THEORY: The Wiggly Finger Catalyst	Warner Bros. Entertainment Inc.
3	Pending	THE BIG BANG THEORY: The Russian Rocket Reaction	Warner Bros. Entertainment Inc.
4	Pending	THE BIG BANG THEORY: The Rhinitis Revelation	Warner Bros. Entertainment Inc.
5	Pending	THE BIG BANG THEORY: The Good Guy Fluctuation	Warner Bros. Entertainment Inc.
6	Pending	THE BIG BANG THEORY: The Isolation Permutation	Warner Bros. Entertainment Inc.
7	Pending	THE BIG BANG THEORY: The Ornithophobia Diffusion	Warner Bros. Entertainment Inc.
8	Pending	THE BIG BANG THEORY: The Flaming Spittoon Acquisition	Warner Bros. Entertainment Inc.
9	Pending	THE BIG BANG THEORY: The Speckerman Recurrence	Warner Bros. Entertainment Inc.
10	Pending	THE BIG BANG THEORY: The Shiny Trinket Maneuver	Warner Bros. Entertainment Inc.
11	Pending	THE BIG BANG THEORY: The Recombination Hypothesis	Warner Bros. Entertainment Inc.
12	Pending	THE BIG BANG THEORY: The Beta Test Initiation	Warner Bros. Entertainment Inc.
13	Pending	THE BIG BANG THEORY: The Friendship Contraction	Warner Bros. Entertainment Inc.
14	Pending	THE BIG BANG THEORY: The Vacation Solution	Warner Bros. Entertainment Inc.
15	Pending	THE BIG BANG THEORY: The Rothman Disintegration	Warner Bros. Entertainment Inc.
16	Pending	THE BIG BANG THEORY: The Werewolf Transformation	Warner Bros. Entertainment Inc.
17	Pending	THE BIG BANG THEORY: The Weekend Vortex	Warner Bros. Entertainment Inc.
18	Pending	THE BIG BANG THEORY: The Transporter Malfunction	Warner Bros. Entertainment Inc.
19	Pending	THE BIG BANG THEORY: The Hawking Excitation	Warner Bros. Entertainment Inc.
20	Pending	THE BIG BANG THEORY: The Stag Convergence	Warner Bros. Entertainment Inc.
21	Pending	THE BIG BANG THEORY: The	Warner Bros.

1		Launch Acceleration	Entertainment Inc.
2	PA 1-805-577	THE BIG BANG THEORY: The Countdown Reflection	Warner Bros. Entertainment Inc.
3		THE CLOSER: Season Seven	
4	PA 1-805-616	THE CLOSER: Unknown Trouble	Warner Bros. Entertainment Inc.
5	Pending	THE CLOSER: Repeat Offender	Warner Bros. Entertainment Inc.
6	Pending	THE CLOSER: To Serve With Love	Warner Bros. Entertainment Inc.
7	Pending	THE CLOSER: Under Control	Warner Bros. Entertainment Inc.
8	Pending	THE CLOSER: Forgive Us Our Trespasses	Warner Bros. Entertainment Inc.
9	Pending	THE CLOSER: Home Improvement	Warner Bros. Entertainment Inc.
10	Pending	THE CLOSER: A Family Affair	Warner Bros. Entertainment Inc.
11	Pending	THE CLOSER: Death Warrant	Warner Bros. Entertainment Inc.
12	Pending	THE CLOSER: Star Turn	Warner Bros. Entertainment Inc.
13	Pending	THE CLOSER: Fresh Pursuit	Warner Bros. Entertainment Inc.
14	Pending	THE CLOSER: Necessary Evil	Warner Bros. Entertainment Inc.
15	Pending	THE CLOSER: You Have The Right To Remain Jolly	Warner Bros. Entertainment Inc.
16	Pending	THE CLOSER: Relative Matters	Warner Bros. Entertainment Inc.
17	Pending	THE CLOSER: Road Block	Warner Bros. Entertainment Inc.
18	Pending	THE CLOSER: Silent Partner	Warner Bros. Entertainment Inc.
19	Pending	THE CLOSER: Hostile Witness	Warner Bros. Entertainment Inc.
20	Pending	THE CLOSER: Fool's Gold	Warner Bros. Entertainment Inc.
21	Pending	THE CLOSER: Drug Fiend	Warner Bros. Entertainment Inc.
22	Pending		
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1	Pending	THE CLOSER: Last Rites	Warner Bros. Entertainment Inc.
2	Pending	THE CLOSER: Armed Response	Warner Bros. Entertainment Inc.
3	PA 1-805- 629	THE CLOSER: The Last Word	Warner Bros. Entertainment Inc.
4		THE VAMPIRE DIARIES: Season Three	
5	PA 1-806- 075	THE VAMPIRE DIARIES: The Birthday	Warner Bros. Entertainment Inc.
6	Application Pending	THE VAMPIRE DIARIES: The Hybrid	Warner Bros. Entertainment Inc.
7	Application Pending	THE VAMPIRE DIARIES: The End Of The Affair	Warner Bros. Entertainment Inc.
8	Application Pending	THE VAMPIRE DIARIES: Disturbing Behavior	Warner Bros. Entertainment Inc.
9	Application Pending	THE VAMPIRE DIARIES: The Reckoning	Warner Bros. Entertainment Inc.
10	Application Pending	THE VAMPIRE DIARIES: Smells Like Teen Spirit	Warner Bros. Entertainment Inc.
11	Application Pending	THE VAMPIRE DIARIES: Ghost World	Warner Bros. Entertainment Inc.
12	Application Pending	THE VAMPIRE DIARIES: Ordinary People	Warner Bros. Entertainment Inc.
13	Application Pending	THE VAMPIRE DIARIES: Homecoming	Warner Bros. Entertainment Inc.
14	Application Pending	THE VAMPIRE DIARIES: The New Deal	Warner Bros. Entertainment Inc.
15	Application Pending	THE VAMPIRE DIARIES: Our Town	Warner Bros. Entertainment Inc.
16	Application Pending	THE VAMPIRE DIARIES: The Ties That Bind	Warner Bros. Entertainment Inc.
17	Application Pending	THE VAMPIRE DIARIES: Bringing Out The Dead	Warner Bros. Entertainment Inc.
18	Application Pending	THE VAMPIRE DIARIES: Dangerous Liaisons	Warner Bros. Entertainment Inc.
19	Application Pending	THE VAMPIRE DIARIES: All My Children	Warner Bros. Entertainment Inc.
20	Application Pending	THE VAMPIRE DIARIES: 1912	Warner Bros. Entertainment Inc.

1	Application Pending	THE VAMPIRE DIARIES: Break On Through	Warner Bros. Entertainment Inc.
2	Application Pending	THE VAMPIRE DIARIES: The Murder Of One	Warner Bros. Entertainment Inc.
3	Application Pending	THE VAMPIRE DIARIES: Heart Of Darkness	Warner Bros. Entertainment Inc.
4	Application Pending	THE VAMPIRE DIARIES: Do Not Go Gentle	Warner Bros. Entertainment Inc.
5	Application Pending	THE VAMPIRE DIARIES: Before Sunset	Warner Bros. Entertainment Inc.
6	PA 1-806-077	THE VAMPIRE DIARIES: The Departed	Warner Bros. Entertainment Inc.
7		TRUE BLOOD: Season Four	
8	PA 1-747-825	TRUE BLOOD:: She's Not There	Home Box Office, Inc.
9	PA 1-747-826	TRUE BLOOD: You Smell Like Dinner	Home Box Office, Inc.
10	PA 1-748-869	TRUE BLOOD: If You Love Me, Why Am I Dyin?	Home Box Office, Inc.
11	PA 1-795-196	TRUE BLOOD: I'm Alive And On Fire	Home Box Office, Inc.
12	PA 1-795-199	TRUE BLOOD: ME And The Devil	Home Box Office, Inc.
13	PA 1-751-681	TRUE BLOOD: I Wish I Was The Moon	Home Box Office, Inc.
14	PA 1-756-282	TRUE BLOOD: Cold Grey Light Of Dawn	Home Box Office, Inc.
15	PA 1-756-538	TRUE BLOOD: Spellbound	Home Box Office, Inc.
16	PA 1-756-541	TRUE BLOOD: Let's Get Out Of Here	Home Box Office, Inc.
17	PA 1-756-540	TRUE BLOOD:: Burning Down The House	Home Box Office, Inc.
18	PA 1-765-849	TRUE BLOOD: Soul Of Fire	Home Box Office, Inc.
19	PA 1-765-827	TRUE BLOOD: And When I Die	Home Box Office, Inc.

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

On April 23, 2013, I served on the interested parties in this action with:

**JOINT STIPULATION RE ENTRY OF [PROPOSED] CONSENT DECREE
AND PERMANENT INJUNCTION
[PROPOSED] CONSENT DECREE AND PERMANENT INJUNCTION**

in support for the following civil action:

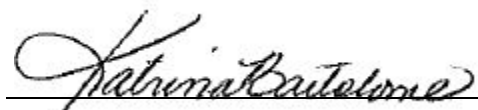
Warner Bros. Home Entertainment Inc. v. R. Coro, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Ramses Coro, an individual and d/b/a Amazon.com Seller rc goods 12935 NW 8 Lane Miami, Florida 33182	<i>Courtesy Copy to:</i> Josh M. Rubens Kluger, Kaplan, Silverman, Katzen & Levine, P.L. 201 S. Biscayne Blvd., 17 th Flr. Miami, Florida 33131
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Place of Mailing: Glendale, California

Executed on April 23, 2013, at Glendale, California


Katrina Bartolome